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16 UNITED STATES DISTRICT COURT
17 NORTHERN DISTRICT OF CALIFORNIA
18 SAN FRANCISCO DIVISION

19 WAYMO LLC,
20 Plaintiff,
21 v.
22 UBER TECHNOLOGIES, INC.,
23 OTTOMOTTO LLC; OTTO TRUCKING LLC,
24 Defendants.
25

Case No. 3:17-cv-00939-WHA

**UBER TECHNOLOGIES, INC. AND
OTTOMOTTO LLC'S RESPONSE
TO ORDER TO MAKE STATEMENT
UNDER OATH**

Trial Date: October 2, 2017

1 1. Defendants Uber Technologies, Inc. (“Uber”) and Ottomotto LLC (“Ottomotto”)
2 file this Response to the Court’s Order to make a statement under oath regarding whether
3 Defendants have ever resisted arbitration on the ground that an adverse party seeking to enforce
4 an arbitration agreement was not actually a signatory to said agreement. (Dkt. No. 142.)

5 2. Neither Uber nor Ottomotto has ever resisted arbitration on the ground that an
6 adverse party seeking to enforce an arbitration agreement was not actually a signatory to said
7 agreement. (*See* Declaration of Aaron Bergstrom.)
8

9 Dated: April 10, 2017

MORRISON & FOERSTER LLP

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11 By: /s/ Arturo J. González
ARTURO J. GONZÁLEZ

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13 UBER TECHNOLOGIES, INC.,
14 OTTOMOTTO LLC, and OTTO TRUCKING LLC
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